



City of Chicago



O2018-7753

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 9/20/2018

Sponsor(s): Emanuel (Mayor)

Type: Ordinance

Title: Intergovernmental agreement with Cook County Sheriff Dept SWAP program to provide labor, and city's Dept Fleet and Facility Management providing equipment for benefit of city's Dept Streets and Sanitation

Committee(s) Assignment: Committee on Budget and Government Operations



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 20, 2018

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Streets and Sanitation, I transmit herewith an ordinance authorizing execution of an intergovernmental agreement with the Cook County Sheriff concerning the SWAP Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in black ink that reads "Rahm Emanuel".

Mayor

ORDINANCE

BE IT ORDAINED BY THE CITY OCUNCIL OF THE CITY OF CHICAGO:

SECTION 1: On behalf of the City of Chicago, the Commissioner of the Department of Fleet and Facility Management and the Commissioner of the Department of Streets and Sanitation are authorized to execute an Intergovernmental Agreement with the County of Cook (the "County") for the lease of surplus equipment for use by the County's sheriff's office, and any actions previously taken by such commissioners with respect to such Intergovernmental Agreement are hereby ratified; such Intergovernmental Agreement to be approved as to form and legality by the Corporation Counsel in substantially the form attached as an exhibit hereto.

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.

EXHIBIT - FORM OF INTERGOVERNMENTAL AGREEMENT

Intergovernmental Agreement for the Lease of Surplus Equipment

By and Between

The City of Chicago,

The Cook County Sheriff, and

The County of Cook

This Intergovernmental Agreement for the Lease of Surplus Equipment (the "Agreement") is made and entered into as June 29, 2018 (the "Effective Date") by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6 (a) of the 1970 Constitution of the State of Illinois, by and through its Department of Fleet and Facility Management ("2FM") and Department of Streets and Sanitation ("Streets and San"), and the County of Cook ("County"), a body politic and corporate and home rule unit of government under the Constitution and laws of the State of Illinois, by and through the Cook County Sheriff's Office ("Sheriff's Office").

Recitals

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contact or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, (5ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation; and

WHEREAS, the County and the City are units of government within the meaning of the Constitution of the State of Illinois, 1970 Article VII, Section 10, having power and authority to enter into an intergovernmental agreement; and

WHEREAS, the Sheriff's Office operates an alternative sentencing program called the Sheriff's Work Alternative Program ("SWAP"), in which participants are court ordered to participate in community service projects including cleaning parks, viaducts and streets; and

WHEREAS, the Sheriff's Office has provided Streets and San with at least two (2) crews of SWAP participants, seven (7) days a week, excluding County holidays, since 1989, to work on various public works projects within the corporate boundaries of the City, without any payment from the City or Streets and San; and

WHEREAS the Sheriff's Office operates another alternative sentencing program called the Restoring Neighborhoods Workforce Program ("RENEW"), in which participants deconstruct, clear and secure vacant and abandoned properties in Cook County, which are often hotbeds of criminal activity; and

WHEREAS, the Sheriff's Office is in need of the exclusive use of two backhoes and a woodchipper for RENEW; and

WHEREAS, 2FM agrees to provide the Sheriff's Office with two surplus backhoes and a woodchipper for use in the RENEW program in exchange for continued use of the SWAP crews for Streets and San projects.

NOW THEREFORE, in consideration of promises and the mutual agreements contained herein and for other good and valuable consideration, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated herein by reference and made a part hereof.
2. Term. The term of this Agreement shall begin on the Effective Date noted above and remain effective for a term of two (2) years, and shall renew automatically for one (1) additional year unless terminated by either party. The County or the City may terminate this agreement at any time, upon thirty (30) days written notice to either party.

3. County's Use of the Equipment

- a. Lease. Subject to the conditions described in this Agreement, 2FM hereby agrees to lease and deliver the following equipment:

Two (2) Case 580 Super M Loader Backhoes

One (1) 12 Inch Capacity Disc-Style Woodchipper

(collectively, the "Equipment").

The Equipment shall be in good working order. The Sheriff's Office will pick up the Equipment at 2FM's maintenance facility located at 10101 S Stony Island, Chicago, IL ("101st Maintenance Facility"). The Sheriff's Office shall be permitted to use the Equipment on SWAP and RENEW projects, at the Sheriff's Office's sole discretion, within corporate boundaries of the County. The Sheriff's Office also agrees not to place any Sheriff's Office decals on the Equipment for the duration of this Agreement. While in the Sheriff's Office's possession, the Equipment will be operated by a heavy machine operator. The Equipment is, and shall at all times be and remain, the property of the City; and the County and Sheriff's Office shall have no right, interest or title to the Equipment, except as set forth in this Agreement.

- b. Maintenance. 2FM shall provide general preventative maintenance and as needed repairs for the Equipment. While the Equipment is being serviced, 2FM will use best efforts to find equivalent equipment within the City's spare fleet, subject to the approval of Streets and San, for temporary use by the Sheriff's Office. Depending on the scope of the required maintenance 2FM may direct the Sheriff's Office to bring the Equipment to 2FM's 101st Maintenance Facility or another 2FM maintenance facility as may be geographically convenient. If the Equipment is not mobile 2FM will, at its discretion, provide Road Service or arrange for the Equipment to be towed to a 2FM maintenance facility. The Sheriff's Office agrees to bring the Equipment to 2FM's 101st Maintenance Facility, in a timely manner, for routine preventative maintenance when requested by 2FM. In the event 2FM determines, in its sole discretion, the repair of the Equipment is not cost-effective 2FM will use best efforts to identify equivalent replacement Equipment within the City's spare fleet subject to the approval of Streets and San.
 - c. Training. Streets and San shall train Sheriff's Office personnel in the proper operation of the Equipment.
4. Streets and San Assignment Procedures: The Sheriff's Office shall assign SWAP participants to perform services for Streets and San pursuant to the following procedures, terms and conditions:

- a. Streets and San shall, by Wednesday of each week during the term of the Agreement, provide a weekly schedule of locations for the SWAP participants to work ("Project Locations") during the following week.
 - b. The weekly schedule provided by Streets and San shall not request the presence of SWAP participants at more than two (2) Project Locations.
 - c. The Sheriff's Office shall deliver one crew of a minimum of ten (10) SWAP participants to each Project Location by 8:20 a.m. on the scheduled morning and shall transport the SWAP participants to arrive back to their Sheriff's Office reporting locations by 2:30 p.m., unless a security issue arises. The determination of whether a security issue has arisen shall be in the sole discretion of the Sheriff's Office.
 - d. The Sheriff's Office shall transport and supervise SWAP participants while participating in SWAP at the Project Locations. Streets and San shall have no responsibility for the supervision of SWAP participants. Each Project Location must have restrooms or portable toilets available prior to the SWAP participants' arrival and the SWAP participants shall be allowed to use such restrooms or portable toilets prior to the start of and during the workday.
 - e. Each Project Location must have an accessible source of potable water.
 - f. A Streets and San employee and/or agent shall meet the Sheriff's Office staff at the Project Location, direct the Sheriff's Office staff as to what services are needed at the subject Project Location, and provide any and all necessary tools/supplies.
 - g. SWAP participants shall be assigned to the Project Locations, but shall be afforded work indoors in the event the outdoor temperature is equal to or less than twenty (20) degrees Fahrenheit, or equal to or greater than ninety (90) degrees Fahrenheit. Additionally, indoor work will be afforded in the event that there is a severe weather advisory in effect, or whenever the weather causes outside work to be otherwise impractical.
 - h. Streets and San employees and/or agents shall not directly interact with or direct the SWAP participants unless such assistance is requested by Sheriff's Office staff.
 - i. Streets and San shall permit the Sheriff's Office to use Streets and San's refuse collection and gardening tools ("Tools") and garbage bags for the SWAP crews' special projects pursuant to this Agreement. The Sheriff's Office shall return unused Tools upon completion of the project.
5. Liability. The Sheriff's Office shall be responsible for acts and omissions of its employees and agents in operating the Equipment, and for the activities of the SWAP crews in the Project Locations.
6. Compensation. The City shall charge no monetary price to the County for this transaction. In consideration of the lease of the Equipment, the Sheriff's Office hereby agrees to continue to provide a minimum of two (2) crews with a minimum of ten (10) SWAP participants, seven (7) days a week, excluding County holidays, to Streets and San designated projects
7. Termination. When and if the Sheriff's Office decides that it no longer wants or needs the Equipment described above and decides to cancel this Agreement and surrender possession of the

Equipment for whatever reason, the Sheriff's Office will first notify the City in writing of its decision to cancel this Agreement and deliver the Equipment to 2FM's 101st Maintenance Facility within seven (7) days of providing such notice of termination.

8. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
9. Assignment. This Agreement may not be assigned by either of the Parties.
10. Severability. The provisions of this Agreement are severable and the unenforceability of any provision of this Agreement shall not affect the enforceability of any other provisions hereof.
11. Entire Agreement. This Agreement, including any referenced documents or exhibits, constitutes the entire agreement of the Parties with respect to the matters contained herein. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both Parties hereto.
12. Force Majeure. Neither the County nor the City shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.
13. Time of the Essence. The obligations of the Parties as set forth in this Agreement shall be performed in a timely manner.
14. Notice. For purposes of this Agreement notice shall be as follow:

To the City of Chicago:

Deputy Commissioner, Bureau of Asset Management
Department of Fleet and Facility Management
30 N. LaSalle, Room 300
Chicago IL 60602

AND

Commissioner
Department of Streets and Sanitation
121 North LaSalle, Room 1107
Chicago IL 60602

To the County:

General Counsel
Cook County Sheriff's Office
Daley Center
50 W. Washington – Room 702

Chicago, IL 60602

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the County of Cook, and City of Chicago have caused this IGA to be executed.

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:

Toni Preckwinkle

Toni Preckwinkle
President, Cook County Board of Commissioners

ATTENT:

David Orr
Honorable David Orr
Cook County Clerk

Dated:

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 06 2018

ACKNOWLEDGED

Thomas Dart
Thomas Dart
Cook County Sheriff

Approved as to form:

John McNea
John McNea
Assistant State's Attorney

CITY OF CHICAGO EXECUTION: The undersigned, on behalf of the City of Chicago, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:

CITY OF CHICAGO, DEPARTMENT OF STREETS AND SANITATION

By: John F. Tully
Charles L. Williams
John F. Tully
Commissioner
Department of Streets and Sanitation

CITY OF CHICAGO, DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: David Reynolds
David Reynolds
Commissioner
Department of Fleet and Facility Management